

Exhibit 1

10 Saturday, May 4, 2019

11 HIGHLY CONFIDENTIAL - SUBJECT TO FURTHER
12 CONFIDENTIALITY REVIEW

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1 that there's variation in the way
2 manufacturers detail, the specific details
3 may generate more prescriptions or fewer, and
4 my model captures the average effect. That's
5 what the coefficients basically tell us is
6 the average effects.

7 So there may be variation in
8 there, but for the purposes of calculating
9 aggregate impact, the average is appropriate.

10 Q. So for manufacturers who have
11 detailing that's below average, they're being
12 brought up to the average by the way you've
13 aggregated the model in terms of causation?

14 A. Well, by definition, an average
15 will be not the same as all the individual
16 components unless there's no variation, and
17 so there will be some who are brought up and
18 some who are brought down.

19 It's my belief, as we talked
20 about before, that this aggregate model is
21 the most reliable model; because there's
22 substantial spillover effects, because there
23 can be noise in the data when we try to
24 disaggregate it too much. I think for that
25 reason, the aggregate model is preferable.

1 Q. You know, though, that not
2 every manufacturer markets products the same
3 way?

4 A. I guess -- I'm not exactly sure
5 how to answer that question. As we've talked
6 about before, I am not a pharmaceutical
7 marketing expert. I leave that to Dr. Perri.
8 I think it's reasonable to assume that there
9 is some variation in tactics and the like
10 across manufacturers and perhaps across
11 products.

12 Q. Well, let's look at one thing
13 you do talk about. So there's a difference
14 in the way promotion is engaged in by brand
15 companies and marketing may be engaged in by
16 generic companies, correct?

17 A. Yes, brand companies are
18 primarily the ones that engage in marketing.

19 Q. A generic company might still
20 detail but may just talk about price and
21 formulary status?

22 MR. SOBOL: Objection.

23 A. Generally, manufacturers will
24 not detail physicians for generics. They may
25 have other sales force activities that they

1 do that relate to price, but individual
2 physicians are not generally making a
3 decision about one generic versus the other.
4 That decision happens at the pharmacy.

5 BY MR. ROTH:

6 Q. But Attachment C contains a
7 slew of generics on that list?

8 A. That's correct. Some of them
9 have contacts related to them. Some of them
10 don't. Some of those contacts relate to
11 marketing agreements that are really for
12 brand drugs.

13 Q. So how do you square your
14 testimony a minute ago that generics
15 generally don't detail with the fact that you
16 have a lot of promotional contacts in your
17 model for generic drugs?

18 MR. SOBOL: Objection.

19 A. I believe I just squared it. I
20 think a lot of those contacts relate to
21 marketing agreements.

22 BY MR. ROTH:

23 Q. And so if there's marketing
24 under a marketing agreement, that gets
25 attributed to the generic drug, even though

1 it may be different in kind than a branded
2 drug promotional visit?

3 MR. SOBOL: Objection.

4 A. No. The marketing of a
5 particular drug is identified, and if the
6 drug is sold by a defendant manufacturer,
7 even if it's detailed by a different
8 manufacturer, that gets counted in my model.
9 And then in Table 3, I take out those
10 marketing agreement related drugs.

11 So -- so it's -- the marketing
12 is associated with -- I mean, I look at
13 aggregate marketing, so it's all in the
14 aggregate marketing. But I do have a
15 mechanism for pulling out marketing that's
16 for someone else's drug.

17 BY MR. ROTH:

18 Q. So if that's the mechanism
19 you're using, how are any of these detailing
20 contacts being attributed to generic drugs in
21 your model?

22 MR. SOBOL: Objection.

23 A. I think you misunderstand the
24 nature of the model. The model uses
25 aggregate MMEs and aggregate detailing, so

7 I DO FURTHER CERTIFY that the
8 foregoing is a verbatim transcript of the
9 testimony as taken stenographically by and
before me at the time, place and on the date
hereinbefore set forth, to the best of my
ability.

10

11 I DO FURTHER CERTIFY that pursuant
to FRCP Rule 30, signature of the witness was
not requested by the witness or other party
12 before the conclusion of the deposition.

13

14 neither a relative nor employee nor attorney
15 nor counsel of any of the parties to this
16 action, and that I am neither a relative nor
 employee of such attorney or counsel, and
 that I am not financially interested in the
 action.

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MICHAEL E. MILLER, FAPR, RDR, CRR
Fellow of the Academy of Professional Reporters
NCRA Registered Diplomate Reporter
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